

Houses in Towns (Ireland) Bill.

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SCHEDULE.

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B I L L

TO

Amend the Law relating to the Tenure of Houses in
Towns in Ireland.

A.D. 1895.

WHEREAS in nearly all the towns in Ireland the owners and occupiers of business premises and private dwellings have between them and the owners in fee several intermediate lessees who have certain terms outstanding between such owners and occupiers :

And whereas it is expedient that such owners and occupiers should be enabled to acquire the intermediate interests between themselves and the owners in fee, so that owners and occupiers may be encouraged to make improvements in their holdings :

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

1. This Act may be cited for all purposes as the Houses in Towns (Ireland) Act, 1895. Short title.

2. This Act shall come into operation on the *first day of September, one thousand eight hundred and ninety-five*, which date is herein-after referred to as the commencement of this Act. Commencement of Act.

3. In this Act the following words and expressions shall have the interpretations and meanings in this section assigned to them respectively, unless there be something in the subject or context repugnant to such construction ; (that is to say,) Interpretation of terms.

"Lessor" means any intermediate owner between the occupying tenants and the owner in fee :

"Lease" means a lease, under-lease, assignment operating as a lease or under-lease, or an agreement for such lease, under-lease, or assignment, or a yearly tenancy :

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"Life lease" means a lease or an agreement for a lease for years determinable on the expiration of a life or lives, or a grant or an agreement for a grant for a life or lives :

"Lessee" includes any person in occupation of any holding who is entitled to the equity of redemption in a lease subject to a mortgage and where the demised premises are comprised in or affected by a settlement includes the tenant for life, or the person having the powers of a tenant for life under such settlement or in respect of such settled land, and any occupying tenant :

"Settlement," "settled land," and "tenant for life," have the same meanings respectively as in the Settled Land Acts, 1882 and 1884 :

"Owner in fee" means any person entitled to the freehold reversion expectant on the determination of a lease or superior or intermediate lease, or if such freehold reversion shall be settled land or comprised in or affected by any settlement, then the tenant for life or person entitled to exercise the powers of a tenant for life in respect of such settled land or under such settlement :

"Holding" includes any messuage, dwelling-house, shop, cottage, church, chapel, or other building, and any buildings, yard, garden, pleasure ground, or other piece of land used in connexion therewith held in pursuance of a lease as defined by this Act, so that such buildings, yard, garden, pleasure ground, or other piece of land do not exceed one acre in extent :

"Court" means the land commissioners or sub-commissioners appointed under the Land Law (Ireland) Act, 1881, and the county courts in Ireland :

"Person" includes a body of persons corporate or unincorporate :

"Prescribed" means prescribed by rules made in pursuance of this Act :

"Reversions" include all interests beyond the tenancy of the occupier other than the interest of the owner in fee :

"Rules" include "forms."

PART I.

Lessee may acquire certain reversions by purchase.

4.—(1.) From and after the commencement of this Act every lessee as incident to and inseparable from his interest in any lease or life lease granted before or after the commencement of this Act

shall have the right to acquire the reversion expectant or consequent upon the determination of the said term, and the reversions of any superior or intermediate lease or interest other than the freehold reversion in the demised premises in the manner herein-after provided, but a lessee shall not be entitled to exercise such right in respect of part only of the premises demised by such lease except where such part is the subject of a separate tenancy, and such separate tenancy is not of a portion only of a holding.

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(2.) Provided nevertheless that in cases where the occupying tenant holds only from year to year, or under agreement for a term not exceeding *three years*, has not established or carried on any business on the premises or made any outlay which would enhance the value of them, or otherwise acquired any beneficial interest in the premises, the owner or immediate lessor who represents the interest of the person who built the premises is in all such cases to be entitled to take advantage of all the privileges which this Act confers upon tenants in occupation.

(3.) When the interest of a lessee in a lease or life lease is subject to an incumbrance, then on the purchase by such lessee of such lease, or of the reversion expectant or consequent on the determination of the term, the lease or reversion so purchased shall vest in such incumbrancer in the same manner as if such lease or reversion has been actually conveyed to him by the instrument creating such incumbrance.

(4.) The right to acquire such reversions as aforesaid shall be incapable of being suspended, modified, released, or extinguished.

5. Where the demised premises are comprised in an under lease, the powers hereby conferred on the lessee to acquire the reversions expectant upon the term granted by such under lease, and by any superior or intermediate lease, shall be exercised concurrently.

Power to acquire reversions to be exercised concurrently. Notice by lessee of intention to acquire reversions.

6.—(1.) When a lessee is desirous of acquiring the reversions to the demised premises in pursuance of this Act, he shall serve upon the lessor or lessors, or his or their agent or agents, a notice herein-after described as the prescribed notice, which may be in the Form No. 1 in the schedule to this Act annexed or to the like effect.

(2.) Within *twenty-one* days after the service of the aforesaid notice, the lessor or lessors shall deliver to the lessee particulars of his or their interest in the demised premises, and the amount of purchase money claimed by him or them for the same. These particulars may be given in the Form No. 2 in the schedule to this Act annexed or other prescribed form.

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(3.) Upon receipt of these particulars the lessee shall serve upon the persons, other than the owner in fee, who thereby appear to have a beneficial interest in the demised premises, a notice in the Form No. 3 in the schedule to this Act annexed, and each of such persons shall, within *twenty-one* days from the date of such service, deliver to the lessee notice of his interest in the demised premises, and the amount of purchase money which he claims for the same, which notice may be in the Form No. 2 in the schedule hereto or other prescribed form.

Production
of deeds
relating to
the rever-
sions and of
the lease of
the demised
premises.

7. Within *one* calendar month after the service of the prescribed notice the lessee shall, if requested to do so, deliver to the lessor, and any other person upon whom such notice shall have been served, an abstract of the title to the lease, and shall verify such title by the production of the deeds for examination by the lessor. The lessee may in the like manner, and within the same specified time, require from the lessor, and any other person upon whom such notice shall have been served, an abstract of his title to his reversion, and a verification of his title thereto.

Lessee may
purchase
reversions
by agree-
ment.

8. The lessor may agree with the lessee, and all other persons who are beneficially interested in the demised premises, and any tenant for life or person having the powers of a tenant for life under any settlement comprising or affecting the demised premises, to acquire their interests by purchase, and in the case of any such tenant for life or person having the powers of a tenant for life it shall not be necessary, notwithstanding the provisions of the Settled Land Act, 1884, to obtain the leave or sanction of the High Court of Justice to such agreement, purchase, or sale.

Application
to court.

9.—(1.) Where the lessee and other persons interested in the demised premises other than the owner in fee are unable to agree as to the amount of purchase money, or where any doubt or difficulty is alleged to exist as to the title of the lessor or other person, the lessee may make an application to the court. Such application may be made at the option of the applicant to the Land Commission Court, or, if the amount does not exceed *three hundred pounds*, to the county court, but such application shall be subject to all such particulars and offers on the part of the applicants as are required to be contained in any notice or notices set out in the schedule hereto, and shall be in such form as may be prescribed under any rules made under this Act; and the court shall be empowered to hear and determine all points of difference between the parties and

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settle the amount to be paid by the lessee for the purchase of the respective interests of the parties concerned, and shall direct the apportionment and distribution of such purchase moneys respectively among the persons entitled thereto, and may, subject to the provisions of this Act, make such orders as to costs as may be deemed expedient.

(3.) The application to the court shall briefly state the points upon which the decision of the court is desired, and it shall also include the following particulars:

- 10 (a.) The name and address and description of the lessee;
- (b.) A description of the demised premises and where situate;
- (c.) The nature and extent of the applicant's interest in such premises;
- (d.) The names, addresses, and descriptions of the lessor and all
- 15 persons having or reputed to have a beneficial interest or estate in the aforesaid premises.

(3.) In making an application under this section the applicant shall deposit in court a sum equal in amount to *one year's rent* of the demised premises as a security for any costs and expenses that may be incurred in connexion with his application.

10. As soon as conveniently may be after the receipt of the application the court shall fix a day to hear and determine the matters in dispute between the parties other than matters relating to title, and shall give due notice of the same to the applicant, the lessor, and all other persons interested or reputed to be interested in the demised premises.

Court to fix a day for hearing and to send notices to parties.

11. Subject to any rules that may be prescribed it shall be lawful for any of the parties to such application to require the points in dispute to be settled by a jury, and in that event a jury shall be

Jury may be demanded by any of the parties.

12. In determining the amount of purchase money to be paid to the lessor and other persons interested in pursuance of any application under this Act regard shall be had to the following

Assessment of purchase money.

25 directions:

(a.) The purchase money shall be the sum which in the opinion of the court is the value of the present interests with the reversions in question expectant upon the determination of the lease or leases.

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- (b.) There shall be excluded from the computation of such purchase money the value of any improvements made by the lessee after or in pursuance of the granting of the lease, unless the same were expressly made in pursuance of antecedent covenants or agreements entered into by him; 5
- (c.) If the applicant or his predecessor in title shall have made improvements, or incurred any outlay for which by law, custom, or contract he is entitled at the date of the hearing to be compensated by the lessor, allowance shall be made for the present value of such improvement or outlay in the assessment 10 of the purchase money;
- (d.) Where intermediate lessors have only acquired an interest in the leases of the lands originally granted by the owner in fee and not in the buildings, the court shall, in fixing the amount of compensation to which they are entitled, have 15 regard to the occupier who has actually built or who represents the actual builder of the premises which have been placed upon the land and the amount paid by him or his predecessors for the interest which he has acquired in such buildings. In dealing with these cases the court shall have evidence from 20 all parties interested.
- (e.) Unless the lessor and all other persons interested concur in releasing the lessee from the obligation of observing the restrictive covenants of the leases of the aforesaid premises, the burden of such covenants shall be taken into account in 25 arriving at the amount of purchase money, and the same shall thereupon cease, save such covenants as may be contained in the lease from the owner in fee.

Conveyance
where title
cannot be
expeditiously
proved.

13.—(1.) Where it appears that the title of the lessor or other person other than the owner in fee claiming or reputed to be 30 beneficially interested in the demised premises cannot be expeditiously deduced or proved, the court shall, upon being satisfied that the lessor or his predecessor in title, or other person other than the owner in fee claiming to have a superior interest in the said premises has been in the actual receipt of the rent reserved by the 35 lease for the *twelve years* immediately preceding the application to the court, be empowered to make an order conveying the demised premises to the lessee subject to the payment of the purchase money into court.

(2.) The court shall subsequently proceed to ascertain the 40 respective rights of the several persons claiming to be entitled to

the purchase money, and may make such order for its distribution among them in respect to their respective interests as may be deemed just. A.D. 1895.

14.—(1.) On a purchase by a lessee of a lease under this Act—

(a.) All covenants, agreements, and provisions contained in such lease, or in any superior or intermediate lease except a lease granted direct by the owner in fee binding, the lessee under such lease to do or omit to do any of the following acts, or any covenants, provisions, or agreements to the like purport or effect, shall be void as from the completion of such purchase, namely:—

(i.) Not to assign, demise, or part with the possession of the demised premises without the consent of the lessor;

(ii.) To furnish to the lessor or his solicitors copies of all deeds of assignment or under-lease;

(iii.) To pay any fee on the registration of any assignment or under-lease;

(iv.) Not to make any structural alteration or addition to the property without the consent, whether in writing or not, of the lessor.

(b.) But all covenants, agreements, and provisions binding the lessee to do or omit to do any of the following acts, or any covenants, agreements, or provisions to the like purport and effect, shall, during the continuance of the term created by the lease in which such covenants are contained, remain in full force and enforceable by action or injunction against the lessee or his successors in title by the person who but for the purchase by the lessee under this Act would for the time being be entitled to enforce such covenants and by the local authority:—

(i.) To make or construct any buildings or roads or to contribute towards the cost of construction or maintenance of roads, party walls, sewers, drains, walls, and any other conveniences used in common with the adjoining owners, occupiers, or lessees:

(ii.) To repair and keep the premises in repair:

(iii.) To ensure from damage by fire whether in any particular office or offices or not, and to reinstate the premises in case of damage by fire:

(iv.) To pay rates, taxes, tithe, or other outgoings:

(v.) To exercise or not to exercise on the demised premises any particular trade or business, or to deal with any

Observance
of restrictive
covenants.

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particular person or company, or to use the property only in a particular manner, or against committing or permitting nuisances:

- (vi.) To do any act which may or will be beneficial to the demised premises, or to any other property of the lessor or his superior landlord, or tenant, or to abstain from doing any act which may or will be prejudicial to the demised premises:

- (vii.) Any other restrictive covenants, agreements, or provisions.

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Payment of
purchase
money into
court and
issue of
certificate
of purchase.

15. The lessee shall within *one* month from the date of the order fixing the amount of the purchase money, or within such further time as the court may direct, pay the same into court in the prescribed manner, and upon such payment he shall be entitled to a certificate of purchase specifying in the prescribed form the proceedings and determination of the court, and the names and interests of the lessor and other persons to whom the prescribed notice was given, and the restrictive covenants (if any) to which the demised premises remain subject; and each certificate shall operate as a conveyance from the day of its date to the applicant of all the interest in such premises that was vested in such lessor or other persons at the date of the application or of the ascertainment of the purchase money.

Distribution
of purchase
money.

16.—(1.) On receipt of the said sum the court shall give *one* month's notice to the lessor and other persons interested of the intention to distribute the said sum among the persons severally entitled thereto; and on the expiration of such notice, and on being satisfied by affidavits of the said lessor and other persons that they still remain entitled to the same, the court shall order the purchase money to be paid over to them according to their respective rights.

(2.) The court shall make such order as in its discretion may be deemed just and expedient in regard to the payment over of such sum as aforesaid, or in regard to the retention by the court of such sum or any part thereof pending any further inquiries as to the right of any person to receive the same.

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(3.) On the purchase by a lessee of any lease, and which is an estate or interest within the meaning of the Settled Estates Act, 1877, as being subject to a settlement or being settled estate within the meaning of the said Act, or is settled land, or is subject to or comprised in any settlement, the purchase money for such lease shall be paid to the persons who under the said Acts are thereby authorised to receive and give receipts for capital moneys

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arising from a sale under the said Acts or either of them, and shall be dealt with and be subject to the same provisions in all respects as if the purchase under this Act were a sale effected by a tenant for life or person having the powers of a tenant for life under the Settled Land Act, 1882.

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Provided always, that it shall not be necessary as against the lessee to obtain the consent of any court to the carrying out of any sale to a lessee of any such lease as aforesaid under the provisions of this Act.

After payment by the lessee of the purchase money as before provided, the lessee shall not be made a party to any application to the court under the Settled Estates Act, 1877, the Settled Land Act, 1882, and the Settled Land Act, 1884, or any of them, and shall not be liable to any costs, charges, or expenses in or about any application thereunder.

17. In the event of the disability by infancy, coverture, insanity, or otherwise of any person who but for such disability would have been entitled to the benefit of this Act, or to be treated as a lessor or person beneficially interested under this Act, the powers and duties of such person shall devolve upon his trustee, committee, guardian, or person who is entitled to receive the rent or profits of his estate on his behalf.

Provision for cases of disability.

18. Nothing in this Act contained shall authorise any trustee or legal representative to make an application under this Act unless he be authorised thereto by the consent of all necessary persons or by the nature of his trust, or be permitted by an order of a judge of the High Court of Justice, who shall have power on petition to grant such permission if he shall see fit to do so, and with such sanction any moneys, stocks, funds, or securities subject to the trust may be applied in the purchase of the reversions of any demised premises in pursuance of this Act, and the premises so acquired shall be conveyed to the trustees as the court shall in its discretion direct.

Trustees may purchase under certain conditions.

19. Where any of the parties make default in complying with any of the obligations imposed on them by this Act, or where any error, omission, or irregularity takes place in any proceedings under this Act owing to inadvertence, it shall be lawful for the court to grant any relief that it may deem just, either by extension of time or rectification of any previous order or otherwise howsoever, upon such terms and conditions as may be deemed expedient.

Provision in case of irregularities.

20.—(1.) The costs of the lessee in connexion with the application to the court and any other proceedings under this Act up to the

Costs to be paid by lessee.

A.D. 1895. — payment of the purchase money shall, subject as herein-after provided, be borne and paid by the lessee, and the court shall make such order as may be required for the payment of the said costs out of the deposit in court, and for the repayment to the lessee of the balance of such deposit (if any), but if any costs remain unpaid they shall be an equitable charge upon the lessee's interest in the demised premises, and the balance so remaining shall be paid in such manner as the court may direct.

(2.) In taxing costs under this Act only one set of costs shall be allowed as payable by the lessee, except in cases where the court shall otherwise decide.

Costs in case of default of lessee or of unfounded claim.

21. Where the lessee has wilfully or negligently delayed or made default in proceeding with his application, or where any party to the application under this Act has in the opinion of the court made an unfounded claim or contention, the court may, in its discretion, 15 make an order requiring such person to pay the whole or any portion of the costs which may have been incurred by reason of such default or unfounded claim.

Limitation in certain cases of right to apply to court.

22. If the application of any lessee be dismissed, or his right to the benefit of this Act be determined against him, or he decide and be permitted no further to proceed by reason of his being dissatisfied with the title of the lessor or other persons claiming to be interested in the demised premises, he and all persons claiming by, through, or under him by virtue of any assignment, sub-demise, or other transfer of interest subsequent to the date of his said application, 25 shall be barred from taking further proceedings under this Act for the space of five years without special leave from the court. And in no case shall he or they take any further proceeding without first paying all such costs as may be ordered by the court in respect of the said application.

Life leaseholds within provisions of Act.

23. The powers herein contained shall be applicable to life leases as defined by this Act, and any person entitled to any such lease shall be and is hereby empowered to acquire all the reversions other than that of the owner in fee in the demised premises by purchase in the manner and under the limitations and conditions in 35 this Act provided, and the forms in the schedule hereto may be varied so far as necessary and adapted thereto.

Limit of county court jurisdiction.

24. The county court shall have no jurisdiction to entertain an application where the amount claimed by a lessor exceeds three hundred pounds.

25. No persons shall be entitled to make application to the court under this Act unless he is in actual occupation of the premises, and unless the unexpired terms of the intermediate interests between himself and the owner in fee shall in all not exceed a period of *fifteen years*.

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Occupiers only to have right to apply to court.

26. This Act shall not apply to holdings in cities or in any town having a population of less than one thousand according to the last published census.

Limitation of Act to towns having population of one thousand.

27. All orders of the Land Commission Court shall be subject to appeal on matters of law in the same manner as appeals are now made from the decisions of the Lands Commissioners, and all orders of the county court shall be subject to appeal in accordance with the procedure in that court. All orders relating to costs and all decisions of the court on matters of fact, or in the exercise of its discretion, shall in like manner be subject to appeal by leave either of the judge or of the court before which the appeal is to be heard.

Appeals.

(1.) In case of appeals all costs thereof shall be in the discretion of the court to which appeal is made.

28. Rules for the purposes of this Act may be made and altered from time to time by the like persons and in the like manner in which rules may be made under and for the purposes of the Land Commission Courts Acts in Ireland and the County Court Act in Ireland.

Rules.

29. Any deeds, notices, or other documents in the form contained in the First Schedule to this Act annexed, or to the like purport and effect as may be prescribed, shall, as regards form and expression in relation to the provisions of this Act, be deemed sufficient for all purposes.

Forms in schedule.

30. Notices, orders, and other documents under this Act may be in writing or print, or partly in writing and partly in print, and when issued by the court shall be deemed sufficiently authenticated if they bear the official seal of the court.

Notices may be printed or written.

31. Any notice, order, or document required or authorised by this Act to be served on any person may be served—

Service of notices.

(a.) By delivering the same to such person; or

(b.) By leaving the same at the usual or last known place of abode of such person; or

(c.) By forwarding the same by post in a prepaid letter addressed to such person at his usual or last known place of abode.

[83.]

B 2

A.D. 1895. — If the notice is served by post it shall be deemed to have been served at the time when the letter containing the notice would be delivered in the ordinary course of post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post.

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FORMS.

Form No. 1.

Notice of desire by a Lessee or Lessor to exercise the Powers of this Act.

5 In pursuance of the provisions of the Houses in Towns (Ireland) Act, 1895,
 I of , as lessee of the property hereafter
 mentioned of a lease dated the day of granted
 by [insert lessor's names and description from lease] [for a term of
 years and of another year from the day of]
 10 or [for the life or lives of A.B. of , C.D. of , E.F. of]
 do hereby give you notice that I intend to exercise the powers of the said Act,
 and to purchase the reversion expectant or consequent on the determination
 of the said term and the reversions of any superior or intermediate lease, and
 the short particulars of which are stated below. And that I am willing to
 15 submit myself to the provisions of the said Act, and to purchase pursuant
 to the said Act the said property, and I require from you in writing addressed
 to me at

the following particulars:—(1) In the event of your holding
 the premises under a lease or leases—(a) The date of such lease or leases,
 20 (s I) The term or terms for which the premises are held. (b) The names
 and addresses of the lessors so far as you can supply the same, and of the
 agents of the lessors if known to you. (c) The names and addresses of the
 agents or persons to whom you made the last payment of rent in respect of
 the property comprised in such lease or leases. (d) The amount of rent
 25 reserved by the lease or leases for the remainder of the term of the lease or
 leases. (e) And if the same relates to any other property than that
 comprised in the lease in respect of which I give this notice, the short
 particulars and description of such other property in case you require the
 said other property to be purchased. And I require you to state in writing
 30 the amount you claim as purchase-money for the interests and property
 comprised in the notice in writing so to be given by you.

Dated this day of 18 .

The Short Particulars of the Property above referred to.

[Here describe the premises according to the usual or postal address]
 35 and add the words:

And which description is intended to describe the property comprised in
 the lease dated made between for a
 term of years from the day of at
 the rent of £ in respect of which this notice is given.

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FORM No. 2.

Particulars of Lessor's Interest and Price for Sale.

I, the undersigned _____ of _____ or the undersigned duly authorised agent for this purpose of _____ of _____
 In reply to your desire to exercise the powers of the Houses 5
 in Towns (Ireland) Act, 1895, dated _____ day of _____ 18
 hereby inform you that the premises mentioned in your said notice, and in
 respect of which you are now paying the rent of £ _____ were granted or
 demised by indenture of lease (or leases) bearing date (respectively) the
 day of _____ (and the) _____ (day of) _____ and made 10
 between _____ for a term of _____ years from the
 day of _____ and that the same are held by me under an indenture of
 lease (or leases) bearing date (respectively) the _____ day of _____
 and made between _____ and _____ for a term of _____
 years from the _____ day of _____ at a rent or 15
 rents of £ _____ per annua payable _____ (free from all
 deductions whatsoever except income tax); and I claim as purchase-money for
 the reversion expectant upon the termination of the term of years now held by
 you the sum of £ _____, and as purchase-money for the £ _____ per
 annua payable to me as aforesaid under the lease (or leases) before-mentioned 20
 the sum of £ _____ as purchase-money.
 Dated this _____ day of _____ 18 _____
 Yours, &c.

If held by the
 lessor under a
 lease state the
 following
 particulars.

State if any
 charges or
 taxes are
 payable out of
 the rent by the
 lessor.

FORM No. 3.

Notice by Lessee as defined by the Act of desire to exercise the Powers 25
of the Act.

Having been informed by _____ of _____ that
 the under-mentioned premises are comprised in a lease (or leases) dated
 the _____ and made between _____ for a term
 of _____ years and _____ of another year from the 30
 day of _____ at the yearly rent or rents of £ _____ payable
 [quarterly] (free from all rates and taxes except property tax), and that you
 are entitled as lessor to the rents and profits of such premises, I hereby inform
 you that on the _____ day of _____ in pursuance of
 the powers of the Houses in Towns (Ireland) Act, 1895, I sent a notice in 35
 writing (a copy of which purports to be enclosed herewith) to the lessor under
 whom I hold the under-mentioned premises, and I offer and hereby submit to
 the provisions of the above-mentioned Act, and pursuant to the provisions
 thereof I require you within one calendar month from the date hereof to
 deliver to me in writing at _____ a notice in writing stating the 40
 following particulars.

[The particulars are to be similar or to the effect of the particulars (1)
 and (2) above set forth.]

Reckon the
 facts from
 notice given
 in Form No. 2.

